

Carlisle CSD     Carlisle EA

8/1/2006    7/31/2007

CARLISLE

CSD/EA

06-07

COMPREHENSIVE AGREEMENT

BETWEEN THE

CARLISLE COMMUNITY EDUCATION ASSOCIATION

AND THE

CARLISLE COMMUNITY SCHOOL DISTRICT

*August 1, 2006 through July 31, 2007*

## TABLE OF CONTENTS

ARTICLE I: Recognition.....	2
ARTICLE II: Grievance Procedure.....	3
ARTICLE III: Dues Deductions.....	5
ARTICLE IV: Compliance Clauses and Duration.....	6
ARTICLE V: Wages and Salaries.....	7
ARTICLE VI: Supplemental Pay.....	9
ARTICLE VII: Insurance.....	9
ARTICLE VIII: Sick Leave.....	11
ARTICLE IX: Leaves of Absence.....	12
ARTICLE X: Employee Work Year.....	15
ARTICLE XI: Employee Hours.....	15
ARTICLE XII: Procedures for Staff Reduction.....	16
ARTICLE XIII: Health Provision.....	18
ARTICLE XIV: Safety Provisions.....	19
ARTICLE XV: Employee Evaluation Procedure.....	19
ARTICLE XVI: Transfer Procedure.....	21
Agreement Signatures/approval date .....	22
SCHEDULE 1 - Grievance Report.....	23
SCHEDULE 2 - Salary Schedule.....	26
SCHEDULE 3 - Supplemental Pay.....	28
INFORMATIONAL ITEMS.....	29
SCHEDULE 10 - Voluntary Early Retirement.....	30-34

## ARTICLE I

### RECOGNITION

#### A. UNIT

The Board hereby recognizes the Carlisle Community Education Association as the certified exclusive bargaining representative for all personnel specifically set forth in the PERB Order of Certification, Case NO. 119, dated on the 27th Day of June, 1975.

The unit described in the above certification is as follows:

Teachers  
Counselors  
Nurses  
Librarians

#### B. DEFINITIONS

1. The term "Association", as used in this Agreement, shall mean the Carlisle Community Education Association or its duly authorized representatives or agents.
2. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Carlisle Community School District or its duly authorized representatives or agents.
3. The term "days," as used in this Agreement, shall mean calendar days except where specifically provided otherwise in this Comprehensive Agreement.
4. The term "employee," as used in this agreement, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
5. The term "employer," as used in this Agreement, shall mean the Carlisle Community School District or its duly authorized representatives or agents.
6. The term "seniority," as used in this Agreement, shall be determined in the following order:
  - a. The number of years of service in the Carlisle Community School District in the bargaining unit. Years of service shall not be broken by leaves of absence or layoffs but shall be broken by resignations (other than resignations in lieu of termination for staff reduction reasons).
  - b. Date the employee signed his/her first contract with the Carlisle Community School District.
  - c. Total years of teaching experience to the extent credit is given for placement on the salary schedule under Article V.
  - d. Drawing of lots.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. STATEMENT OF PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise in interpreting the terms of this Agreement.

#### B. DEFINITIONS

1. A "grievance" shall be a claim by the grievant that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. A "grievant" shall be an employee, a group of employees, or the Association filing the grievance.
3. "Days" as used in this Article shall mean employees' work days as specified in the school calendar.

#### C. TIME LIMITS

1. Time Limits. If a stipulated time limit contained in this Article is not met by the grievant, the grievance shall be deemed dropped. If a stipulated time limit contained in this Article is not met by the employer, the grievant shall have the right to appeal to the next step of the procedure. Time limits may be extended by mutual agreement.
2. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits may be reduced by mutual agreement.

#### D. RIGHTS TO REPRESENTATION

The grievant and the employer may be represented at all levels of the grievance procedure by representatives of their own choosing.

#### E. PROCEDURE

1. Step One - Principal or Immediate Supervisor (Informal). The grievant shall first discuss the grievance with the principal or immediate supervisor, with the objective of resolving the matter informally.
2. Step Two - Principal or Immediate Supervisor (Formal): Within fifteen (15) days of the occurrence of the event giving rise to the grievance, the grievant must invoke the formal grievance procedure by delivering a completed grievance form to the immediate supervisor. The supervisor must, within seven (7) days of receipt of the grievance, render a written response to the grievant and to the Association.

3. Step Three - Superintendent. If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant shall within seven (7) days file the grievance with the Superintendent in writing on the proper forms. The Superintendent must, within seven (7) days of receipt of the grievance, hold a meeting with the grievant. The Superintendent shall respond in writing within seven (7) days of the conclusion of the meeting.
4. Step Four - Arbitration.
  - a. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievant shall meet with the Association and if both the grievant and the Association determine that the grievance is meritorious, the Association shall submit a written request for arbitration to the Superintendent within fifteen (15) days from receipt of the Step 3 written answer.
  - b. Within seven (7) days after submitting the request for arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators. The Association and the employer will alternately strike one name at a time from the list until only one name remains. The remaining name shall be the arbitrator.
  - c. The arbitrator shall confer with the representatives of the employer and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearings or from the date the final statements on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, modifies or alters the terms of the Agreement. The decision of the arbitrator shall be final and binding.
  - d. The costs for the services of the arbitrator and the cost of the hearing room shall be borne equally by the employer and the Association. Any other expenses incurred shall be paid by the party incurring the expense.

## **F. GENERAL PROVISIONS**

1. Separate Grievance File. Any documents and communications dealing with the processing of a grievance shall be kept in a grievance file in the Superintendent's office and shall be separate from the personnel files.
2. Group Grievance. If a grievance affects a group or class of employees because of the existence of the same facts and issues, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Three. However, if all members of the group or class of employees affected by the grievance are employed in the same building, the process shall commence at Step Two, with the grievance being first presented to the building principal. Nothing

contained herein shall prevent the Association from processing such grievances through all steps of the grievance procedure.

3. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties, and their designated representatives. If the parties agree, meetings and hearings may be conducted during work time with no loss of pay for the grievant or the grievant's representatives.
4. No Reprisals. No reprisals of any nature shall be taken by the employer against any grievant or his/her representative because of their participation in the grievance procedure.
5. Grievance Forms. Grievance forms shall be as set forth in Schedule 1.

### ARTICLE III

#### DUES DEDUCTION

##### **A. AUTHORIZATION**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the business office an authorization for payroll deduction of professional dues to the Association. Authorization forms must be received by the business office at least eight (8) employee work days prior to the pay date. The Association agrees to hold harmless the employer and its agents and representatives from any damages, expenses, claims or costs incurred by reason of the employer honoring any such authorization.

##### **B. REGULAR DEDUCTION**

The employer shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year or on a pro rata basis through June from the date of receipt of the lawful authorization deduction. This authorization shall continue until an employee terminates the dues deduction by giving thirty (30) days' written notice to the employer by filing the notice in the business office.

##### **C. TERMINATION**

Any employee who terminates employment prior to June shall provide written verification to the employer that dues are paid in full or that satisfactory arrangements have been made for payment.

##### **D. TRANSMISSION OF DUES**

The Board shall transmit to the Association the total monthly deduction for professional dues deducted within ten (10) school days following each regular pay period.

## ARTICLE IV

### COMPLIANCE CLAUSES AND DURATION

#### **A. SEPARABILITY**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed valid only to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

#### **B. PRINTING AGREEMENT**

Within thirty (30) days after the Agreement is signed, a copy shall be presented to all employees now employed and to new employees upon execution of their individual contracts. The employer shall assume the cost of such documents. Twenty-five (25) extra copies will also be provided the Association with no charge.

#### **C. NOTICES**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following designated person or such other person as designated in writing:

1. If by the Association, to the Superintendent's office.
2. If by the employer, to the Association president.

#### **D. AMENDMENTS**

The Board and the Association may by mutual consent agree to amend any provision of this Agreement at any time. Any amendment must be ratified by the same procedure followed for ratification of the whole Agreement.

#### **E. DURATION PERIOD**

This Agreement shall be effective as of August 1, 2006 and shall continue in force and effect until July 31, 2007.



## ARTICLE V

### WAGES AND SALARIES

#### A. SCHEDULE

The salary of each employee is covered by the regular salary schedule set forth in Schedule 2.

#### B. PLACEMENT ON SALARY SCHEDULE-NEW EMPLOYEES

1. Educational Lane. At the time an applicant is offered a position, the applicant shall be advised of his/her placement on the educational lane on Schedule 2. In order to qualify for lanes beyond the B.A. and M.A. degrees, the credit hours must have been acquired after the degree was granted and must be graduate hours from an accredited college or university. Educational credit will be given in fields which, in the employer's opinion, are related to the employee's performance of his/her duties.

2. Credit for Experience. Credit up to the tenth (10th) step of Schedule 2 shall be given for previous teaching experience (full or part-time) in an accredited school upon initial employment. The previous teaching experience must have been within the fifteen (15) years immediately preceding the date of hire in the Carlisle Community School District, but need not be consecutive. A year of experience consists of regular employment (including paid leaves of absence) for a minimum of 120 days; substitute teaching shall not count towards credit for experience.

It is understood and agreed between the Carlisle Community Schools and the Carlisle Community Education Association that new teachers hired with experience beginning with the 2006-2007 school year will be placed at the same level/step as a current employee with the same experience. The only exception will be under Article V.B(2) where the district hires a new employee and offers a step higher than experience in areas difficult to fill.

The District shall have the right to hire above the tenth step, or offer a higher step than a person has experience, for areas that are difficult to fill. The district agrees to make a "good faith" effort to hire within the existing contract first. The District shall also have the right to hire at any step below actual experience, if both parties agree. It should be noted that the District should set a salary "ceiling" for these positions prior to hiring to avoid any appearance of discrimination or impropriety. This practice shall not establish "past practice", nor may a grievance be filed pertaining to this addendum.

3. Returning to the District. Any employee with previous teaching experience in the Carlisle Community School District shall, upon returning to the District, receive all previous credit up to a maximum of the tenth (10th) step on Schedule 2.

#### C. ADVANCEMENT ON SALARY SCHEDULE

1. Vertical Increments. Employees on Schedule 2 shall receive one step on the schedule for each year of service until the maximum for the educational classification is reached. A

year of service consists of regular employment (full-time or part-time) in the Carlisle Community School District for one hundred twenty (120) or more teaching days in one school year; substitute teaching shall not count towards credit for experience. For the purpose of computing days of service to meet requirements of this paragraph, days spent on paid leave during the school year shall be counted.

2. Educational Lanes. Employees on Schedule 2 who move to a higher educational lane shall move to the appropriate step on the higher lane. Employees may not move more than one step in a year. For an employee to advance from one educational lane to another, the employee must file notice of intent to advance by the preceding March 1 and must file evidence of completion satisfactory to the Superintendent not later than September 1. In case of late receipt of grades due to unusual circumstances, the deadline date may be waived by the Superintendent. Course credits for educational lane changes must be in a field which in the employer's opinion is related to or likely to improve the employee's performance of his/her duties. The credits must be earned from an accredited college or university, and must be graduate hours, except that up to three (3) semester hours of AEA staff development credit will be honored for each lane change.

Credit, to advance on all lanes above the B.A. must be graduate hours and should have prior approval of the Superintendent before the course is taken. The Supt. May approve hours of credit after the class is taken if it is believed it could improve the employee's performance.

#### **D. METHOD OF PAYMENT**

1. Pay Periods. Each employee shall be paid on the 20<sup>th</sup> day of each month in 10 or 12 equal installments as selected by the employee at the time the individual contract is executed. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee. The employee may choose direct deposit.

FIRST YEAR TEACHERS with no experience will receive \$500 of their first paycheck on August 20<sup>th</sup>. The September check will then be the remainder of that check. They will need to have filled out proper paperwork by July 15<sup>th</sup> for this to happen.

2. Holiday Checks. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

3. Final Pay. Each employee who is leaving the District may elect to receive all or part of employee's earned contract salary the day following the end of the work year and upon completion of assigned duties by giving written notice thirty (30) days in advance.

4. Summer Checks. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

5. Phase III checks. All Phase III monies earned by eligible employees shall be distributed no later than July 20th of the following fiscal year.

6. Phase II checks. Phase II money shall be distributed in equal amounts to qualified employees, with part-time employees receiving a pro-rated amount. Phase II checks shall be distributed with the December and May payrolls.

## ARTICLE VI

### SUPPLEMENTAL PAY

#### A. POSTING OF NEW POSITIONS

Any vacancy involving positions listed on the supplemental schedule shall be posted in all buildings and prior to or concurrent with any advertising for such position. Any employee shall have seven (7) calendar days to file a formal application with the administration.

#### B. EXPENSES OF TRAVELING EMPLOYEES

If travel in an employee's personal car is required as part of the employee's normal duties, the employee shall be compensated at the rate of 25 cents per mile. Such expense money shall be paid with the payroll following approval of a proper claim for reimbursement.

## ARTICLE VII

### INSURANCE

#### A. TYPES

##### 1. Health and Major Medical

- a. Full-time employees who elect to participate in the employer's health and major medical group insurance program shall pay the first \$1.00 of the monthly premium, and the employer shall pay the balance of the single monthly premium for the \$100 deductible plan. The employee may elect to participate in one of the Mutual of Omaha health policies offered to the District. Any savings in premium between the \$100 deductible plan and the \$500 deductible plan will be applied towards a TSA. The savings in premium between the \$100 deductible plan and the \$1200 HDHP plan will go into the employee's HSA account to be used for IRS qualified medical expenses.
- b. In addition to the coverage outlined above, the employer shall pay \$110 per month of the corresponding family plan for each full-time employee who elects such coverage. Any employee not electing such coverage shall have the \$110 per month applied towards a bona-fide tax sheltered annuity program.

2. Dental. The employer will pay \$15.00 per month for the District's group dental insurance program for each full-time employee who elects coverage. The employee shall pay the balance of the premium through payroll deduction. Employees may elect to participate in the Family Dental Program by paying the additional cost.

3. Disability. Each full-time employee shall be covered by the District's group long-term disability insurance program paid for by the employer.
4. Workers' Compensation. Each employee shall be covered by workers' compensation paid for by the employer.
5. School Liability. The employer shall pay for a liability insurance plan which shall include secondary coverage for employees required to use their personal automobiles in their assigned duties.
6. Life Insurance. The Board shall provide a group term life insurance policy for full-time employees that provides a minimum death benefit of \$50,000.

## **B. COVERAGE**

The employer provided insurance programs shall be for twelve (12) consecutive months beginning September 1 and ending August 31. Employees new to the District shall be covered by employer-provided insurance no later than thirty-one (31) days after employment.

## **C. DESCRIPTIONS**

Each employee shall be provided a description of the health and major-medical, dental, long-term disability, and life insurance coverages.

The employer shall keep available in the Office of the Superintendent a complete description of all insurance coverages provided by the district and the forms for application.

## **D. NOTIFICATION OF CHANGE**

The employer shall notify each employee of any change in health and major-medical, dental long-term disability or life insurance coverage brought about by law and the date the coverage will change.

## **E. PART TIME EMPLOYEES**

Part-time employees who regularly work at least twenty (20) hours per week shall receive employer contributions towards the health and major-medical, dental, long term disability, and life insurance in proportion to full-time employees, Full-time employees shall be presumed to work 40 hours per week.

## **F. CONTINUATION**

Employer contributions shall continue throughout paid leaves of absence and in accordance with Article IX, Section C on Family and Medical Leave. In addition, employees who are unable to work due to personal illness or injury who have exhausted their sick leave, shall be entitled to employer-contributions towards health and major-medical, dental, disability and life insurance (but not TSA's in lieu thereof) for the balance of the school year in which sick leave is exhausted. Employees on other unpaid leave shall be eligible for District health, and major medical, dental and life insurance, if the employee pays the premiums.

## ARTICLE VIII

### SICK LEAVE

#### **A. BENEFITS**

Employees shall be granted 15 paid sick leave days.

#### **B. ACCUMULATION**

Any unused days of sick leave shall be accumulated to a maximum of one hundred and twenty (120) days. An employee will be charged for one (1) full day of sick leave if the employee misses more than 1/2 of the day and will be charged 1/2 day of sick leave if the employee misses 1/2 day or less for illness.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 30 of each school year.

#### **C. IMMEDIATE FAMILY ILLNESS**

Paid sick leave shall be granted to care for an employee's spouse, parent, parent-in-law, child, sibling, or member of the immediate household who is ill. This leave shall not exceed five (5) days during any one school year.

#### **D. WORKERS' COMPENSATION**

If an employee qualifies for workers' compensation benefits, the employee may elect to have the employer supplement the benefits up to the employee's regular rate of pay by giving written notice of such election within seven (7) calendar days of receipt of the notice of the right to make such an election. If the employee elects to supplement benefits, a full day of sick leave shall be deducted for each day of absence until the employee has exhausted his/her accumulated sick leave days, at which time supplementation shall cease. If the employee does not elect to supplement benefits, the employee's accumulated sick leave shall be reduced in proportion of the amount of the workers' compensation benefits to the employee's regular rate of pay.

Provided, however, an employee, who in the course of employment suffers a personal injury resulting from an episode of violence toward that employee for which workers' compensation is payable, shall be entitled to have workers' compensation benefits supplemented in order for the employee to receive full salary and employer-provided benefits for the shorter of (a) one year from the date of disability or (2) the period during which the employee is disabled and incapable of employment. Supplementation in such situations shall not be charged against sick leave.

#### **E. NOTIFICATION OF ABSENCE**

The employer shall provide each employee with the telephone number to be utilized by the employee for notification of absence from work. Such notice of absence should be reported by 6:30 a.m. on the day of absence in order to ensure substitute coverage.

## ARTICLE IX

### LEAVES OF ABSENCE

#### A. NOTIFICATION OF ABSENCE AND RETURN

The employer shall provide each employee with the telephone number to be utilized by the employee for notification of absence from work. Such notice of absence should be reported by 6:30 a.m. on the day of absence in order to ensure substitute coverage.

If an employee plans to return to the assignment from a leave for which an exact date of return was not established at the time the leave was granted, the employee must notify the principal of intention to return prior to 3:00 p.m. on the day preceding the return from the leave. When a leave is granted and an exact date of return is established, the employee needs to call in by 3:00 p.m. the day preceding the scheduled date of return, if the employee is not returning on the scheduled day.

#### B. TEMPORARY LEAVES

Employees shall be granted the following paid leaves of absence each school year. Such leaves shall be in addition to paid sick leave. Except as otherwise specifically provided in this Agreement, temporary leave may be taken in half-day or full-day increments.

1. Personal. At the beginning of each school year, each employee shall be credited with one (1) day, accumulative to four (4) days, to be used for personal reasons that cannot reasonably be handled outside of the work day. Employees shall not use personal leave on a day immediately prior to or after a holiday or vacation or on an inservice or parent-teacher conference day, except with approval of the employer. The exception is Memorial Day in which three (3) weeks notification needs to be given. An employee planning to use a personal leave day or days shall notify the principal at least three (3) days in advance, except in cases of emergency. No more than seven (7) employees from the District may be on personal leave on a given day, to be determined on a first come basis.

Personal Leave will be granted to no more than five (5) employees from the District on the day preceding Memorial Day. These days will be granted on the first come basis, and must be applied for at least three calendar weeks prior to the date of the leave. This article shall not establish "past practice", nor may a grievance be filed pertaining to this addendum.

Employees shall be given a copy of a written accounting of accumulated personal days no later than September 30 of each school year.

2. Jury and Court Appearance. An employee called for jury duty during school hours shall immediately notify the principal and shall be provided paid leave to serve on the jury. Any fees or remuneration which the employee receives during such leave, except travel reimbursement, shall be turned over to the employer. The employee shall call his/her

principal to determine whether the employee shall return to work if jury duty does not go past 1:00. Employees served a subpoena to testify in a court hearing to which they are not a party (either plaintiff or defendant) and in which they have no financial interest, shall be granted paid court appearance leave. The Superintendent may waive the subpoena requirement.

3. Bereavement. A maximum of ten (10) days, five (5) days of which would be paid leave, shall be granted in the event of death of an immediate family member. "Immediate family" is defined as: spouse, child, child-in-law, parent, parent-in-law, sibling or sibling-in-law, grandparent or grandchild and member of the immediate household. A maximum of five (5) days, three (3) of which would be paid, shall be granted in the event of death of grandparent-in-law, aunt, uncle, niece, or nephew. Employees shall be granted up to one (1) day of leave in the event of the death of a friend or other relative for attendance at the funeral or memorial service. Only two (2) paid days of leave will be granted per year. The superintendent may grant exceptions.
4. Catastrophic. Catastrophic leave of not more than three (3) days per occurrence shall be granted where it is imperative that the employee be absent from work due to catastrophic losses and/or circumstances. Examples of catastrophic circumstances are fire, flood, tornado and for other occurrences where absence is approved by the employer.
5. Association. Up to ten (10) days per year shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations at the Association's discretion. The Association shall reimburse the employer for the cost of the substitutes and there shall be no deduction from the employee's pay.
6. Professional Leave. Professional leave may be granted with advance authorization by the employer. Reimbursement for actual and reasonable expenses will be made upon prior agreement with the employee's principal.

## **C. EXTENDED LEAVE**

1. Family and Medical Leave. The District shall grant up to 12 weeks of leave per year, and may grant up to one year, for the purpose of (1) the employee's personal serious health condition, (2) caring for the employee's newly born child, (3) caring for a child placed for adoption or placement of a foster child, (4) caring for the employee's parent, spouse, or child with a serious health condition. An employee who is not a first year employee will not be eligible for FMLA leave if the employee did not perform any actual services during the prior school year. The employer requires an employee to first utilize any paid leave otherwise applicable and available to the employee, which paid leave shall count against the 12 weeks; any leave in excess of available paid leave shall be unpaid. Regardless of any other provisions in this Agreement, at the employee's option, the employer shall continue the employer's contributions towards health and dental insurance on behalf of the employee for up to 12 weeks as if the employee were still at work. If the employee has more than 12 weeks of paid leave available, the employer shall continue the employer's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards health and dental insurance and for life and disability insurance by the date the employer makes payment to the insurance carrier or

within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of the leave. If the employer makes the payments, the employer may offset such advance against any sums owed to the employee. If the employee does not return to work at the end of the leave (except for reasons specified in the Act), the employee will be required to reimburse the employer for all contributions made by the employer while the employee was on unpaid leave. The FMLA provisions of this section shall in no way reduce or adversely impact any other provision of this Agreement.

Employees may request leave under the Family and Medical Leave Act for up to 12 weeks per year. "Year" shall be defined as August 1 through July 31. Leave to care for a newly-born, adopted or foster child must conclude within 12 months of the birth or placement of the child. Spouses may take a combined 12-week allotment for the birth or placement of a child.

2. Association. An unpaid leave of absence for up to one (1) year shall be granted to any employee upon 30 days prior written request for the purpose of serving as an elected officer of the Association or its affiliates
3. Public Office. A leave of absence without pay not to exceed six (6) years shall be granted to an employee, for serving in an elected municipal, county, state or federal office.
4. Military Service. Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period.
5. Education. The Board may grant an unpaid leave of absence for up to two (2) school years upon written application for the purpose of engaging in a course of study at an accredited college or university in a subject area which in the Board's discretion will improve the employee's teaching ability and skill and will improve the employee's contribution to the improvement of education of the students. The leave must be requested by March 1 prior to the leave.
6. Good Cause. The Board may grant other leaves of absence without pay upon written application.
7. Benefits. The employee shall not be paid while on extended leave and shall not receive benefits except as otherwise specifically provided. The employee may continue participation in the employer's group health and major medical, dental and life insurance programs by payment of the premiums. The employee will not accrue seniority, paid leaves of absence, advance on the salary schedule or receive any other benefits while on unpaid leave, but shall be restored with all accrued benefits upon return to duty.



## ARTICLE X

### EMPLOYEE WORK YEAR

#### A. IN-SCHOOL WORK YEAR

The regular work year shall consist of one hundred ninety-one (191) days, of which five (5) are paid holidays. A minimum of six (6) half-days shall be employee work days, with at least one (1) full employee work day at the beginning of the school year and at least one (1) full employee work day at the end of the first semester. Except in cases of emergency, the administration shall not require attendance at meetings on employee work days. In the event of an emergency closing, employee work days may be used as student contact days. The in-school work year shall include regularly scheduled days pursuant to the school calendar on which employee attendance is required.

If schools are cancelled because of unsafe travel or working conditions, employee attendance shall not be required. If school is closed because of hot weather, employees may be assigned to work in air conditioned buildings. In the case of an emergency closing where classes are still in session in one or more buildings unaffected by the emergency, employees will report for an assignment consistent with their professional duties. If the building affected by the closing has sustained damages which cause unfit working conditions employees will be assigned to another building. The decision to close will be made by the Superintendent.

#### B. HOLIDAYS AND VACATIONS

Employees shall receive the following five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day and Memorial Day. Employees shall receive the following vacation times: at least eight (8) week days, which encompasses Christmas and New Years, and a spring vacation of at least five (5) week days. No employee shall be required to perform duties on any of the above holidays or vacations.

## ARTICLE XI

### EMPLOYEE HOURS

#### A. WORKDAY

The regular workday shall not exceed eight (8) hours, as scheduled by the employer, which shall include a duty-free lunch period as provided to employees under Section B. On Fridays, the employees' day shall begin at 8:00 a.m. and end at 3:30 p.m., and on days preceding holidays or vacations the employees' day shall end 15 minutes after the close of the pupils' day but not later than 3:30 p.m. Employees will also attend one evening open house per year and up to one (1) parent-teacher conference per semester. Employees assigned to more than one building shall attend each open house at their respective buildings; however total time spent at open houses for

those persons shall not exceed that of other employees. Parent-teacher conferences for employees assigned to more than one building shall be scheduled by respective principals so that total time spent at parent-teacher conferences shall not exceed that of other employees. In case of two (2) evening parent-teacher conferences, the affected employees will receive compensatory time equal to one working day at the end of the conference week.

The regular workday for part-time employees shall be set by the employer. If part-time employees are required to work beyond their regularly-scheduled work day, the employees shall receive additional compensation equal to their hourly rate of pay.

## **B. LUNCH PERIODS**

Employees shall have a daily, uninterrupted, duty-free lunch period of at least thirty (30) minutes. Employees may leave the building during their scheduled duty-free lunch periods, upon advising the building secretary.

## **C. FACULTY MEETINGS**

If the employer requires employees to attend faculty meetings beyond the eight hour work day, the employer shall schedule compensatory time off for the employees. The employer shall give at least two (2) days advance notice of faculty meetings which will extend beyond the eight (8) hour work day. Except in case of emergencies or circumstances beyond the control of the employer, meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school. Employees shall have the opportunity to suggest items for the agenda.

## **D. FIELD TRIPS**

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employees participating in them and their principals. Written permission for field trips shall be obtained from the principal to guarantee insurance coverage as a school-sponsored activity.

## **E. PREPARATION TIME**

The Board shall provide classroom employees adequate preparation time during the regularly scheduled workday, in which they shall not be assigned to any other duties.

# **ARTICLE XII**

## **PROCEDURES FOR STAFF REDUCTION**

### **A. PROCEDURES**

The employer shall give the Association copies of reduction notices no later than April 30. When the employer determines a reduction in staff is necessary, the following procedures shall be used:

1. The employer shall attempt to accomplish reduction through attrition (resignation or death) within the classification where reduction is being made.

2. In the event the employer determines reduction in staff cannot be adequately accomplished through attrition, the employer shall reduce those employees within the classification where reduction is being made who have completed less than two (2) continuous years of service with the Carlisle Community School District [or less than three (3) continuous years of the service with the Carlisle Community School District if the employee's probationary status was extended by mutual agreement] unless needed to maintain an academic/vocational program. In the event more than one employee within the classification where reduction is being made has less than two (2) years experience [or less than three (3) years experience if the probationary period was extended by mutual agreement], the employer shall have sole discretion from within this group of employees in determining who shall be reduced.

3. In the event the employer determines reduction in staff cannot be adequately accomplished under paragraphs (A)(1) and (A)(2), the employer shall reduce those employees within the classification where reduction is being made with the least seniority unless needed to maintain an academic/vocational program.

4. In the event an employee with two (2) or more continuous years of experience with the Carlisle Community School District who is no longer probationary would be reduced under the above provisions, and that employee has more seniority than an employee in another classification, and provided, further, that the employee is fully licensed and endorsed in the other classification and has taught full-time at least one (1) full year in the Carlisle Community School District in that classification during the prior eight (8) years, the less-senior employee shall be reduced, unless the less-senior employee is needed to maintain an academic/vocational program.

## **B. SENIORITY**

"Seniority" is defined in Article I.

## **C. CLASSIFICATIONS**

Reduction shall be made within the following classifications:

1. Grades Kindergarten through 6 within subject area:
  - (a) Chapter 1
  - (b) Regular Classroom
2. Grades Kindergarten through 12 within subject area:
  - (a) Art
  - (b) Guidance and At-Risk
  - (c) Home School
  - (d) Library
  - (e) Music
  - (f) Physical Education

- (g) Special Education
- (h) TAG
- (i)

3. Grades 7 through 12 within subject area:

- (a) Business
- (b) Family and Consumer
- (c) Foreign Language
- (d) Industrial Technology
- (e) Language Arts
- (f) Mathematics
- (g) Science
- (h) Social Studies

#### **D. RECALL PROVISIONS**

1. For two years from the effective date of reduction, employees who are reduced under this Article or who resign upon written request for reduction reasons, shall be recalled to available positions within the classification the employee held at the time of reduction or to available positions within another classification for which the employee is properly licensed, endorsed, and in which he/she has taught at least one (1) year with the Carlisle Community School District during the prior eight (8) years.

2. The employee shall keep the superintendent informed of his/her current address and phone number, and shall inform the superintendent if he/she is no longer interested in being recalled to the District.

3. An employee who is recalled shall report to the superintendent for assignment within fifteen (15) calendar days after the recall notice is postmarked. Failure to report within such time limits shall result in loss of recall rights.

4. An employee recalled pursuant to these provisions shall be entitled to any fringe benefits, seniority, and placement on the salary schedule accrued at the time of reduction.

5. Employees who are recalled to a position with a lesser F.T.E. than the employee held at the time of reduction shall continue to be maintained on the recall list for two (2) years from the effective date of the reduction. An employee is not eligible for recall to a position with a higher F.T.E. than the employee held at the time of reduction.

### **ARTICLE XIII**

#### **HEALTH PROVISION**

##### **A. PHYSICAL FITNESS - NEW EMPLOYEES**

New employees are required to provide satisfactory evidence of fitness to perform duties and the results of a tuberculosis test prior to reporting for duty. The employee shall pay the cost of such examination.

## **B. PHYSICAL FITNESS - CONTINUING EMPLOYEES**

Employees whose physical or mental health, in the judgment of the administration, may be in doubt shall submit to additional examinations, when requested to do so, at the expense of the school district.

## **ARTICLE XIV**

### **SAFETY PROVISIONS**

#### **A. PROTECTION OF EMPLOYEES**

1. Unsafe and Hazardous Conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
2. Legal Action Against an Employee. Employees shall refer to the District's liability insurance policy regarding legal defense and indemnification of the employees for actions within their scope of duties.
3. Reporting Assaults. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal.
4. Bomb Threats. No employee shall be required to search for a bomb.
5. First Aid. The Board shall provide in each building personnel and the equipment to provide first aid treatment for employees.

## **ARTICLE XV**

### **EMPLOYEE EVALUATION PROCEDURE**

#### **A. PURPOSE**

All components of the Carlisle Community School District's Professional Growth and Evaluation Model shall be primarily, but not exclusively, for the improvement and growth in the employee's professional performance as a means of improving student achievement.

#### **B. NOTIFICATION**

The building principal or appropriate supervisor shall, during pre-school in-service days, acquaint all employees under his/her supervision with the professional growth and evaluation model.

#### **C. EVALUATION PROCEDURES**

1. Probationary Teachers  
The performance of probationary teachers will be formally observed a minimum of twice per year, resulting in a formative observation summary provided in writing to the teacher. This language does not limit the frequency of formal or informal observations.

A summative evaluation of teacher performance will be completed, in writing, no later than April 30<sup>th</sup>.

2. Career Teachers

The performance of career teachers will be formally reviewed through classroom observation a minimum of once every three years, although this language does not limit the frequency of formal or informal observations. Formal classroom observations will result in a formative observation summary provided in writing to the teacher. In addition, a summative evaluation of teacher performance will be completed no later than April 30, for teachers formally reviewed and for staff members whose job performance has not met district expectations in relation to the Iowa Teaching Standards.

3. All formal observations as part of the “Professional Growth and Evaluation Model” shall be conducted with full knowledge of the employee and shall take place during the contracted school day. No formal observations shall unreasonably interfere with the normal teaching-learning process. Each formal written classroom observation shall be preceded by at least one formal classroom observation. Each formal written evaluation of counselors nurses, and other employees not regularly assigned to a classroom shall be preceded by a conference.

4. Conference and Copy

A written copy of each formal evaluation shall be given to the employee within ten (10) school days following the formal classroom observation. The employee and district will each receive a signed copy of the evaluation. A conference shall be held upon request of either party within three (3) school days of receipt of the evaluation. The employee’s signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

5. Responses

If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in the evaluation file. The copy of such objections shall be signed by both parties to indicate receipt thereof. Upon request, an employee will be granted subsequent evaluations. Employee evaluations are subject to the grievance procedure after the employee has completed the probationary period.

**D. EMPLOYEE’S EVALUATION FILE**

All written employee evaluations shall be contained in the employee’s evaluation file. Each employee shall have the right to review the contents of the evaluation file. The file may not be removed from the designated office. And nothing may be removed from the file by the employee. However, the employee shall have the right to reproduce any of the contents of the evaluation file. The Superintendent or designee reserves the right to be present during the employee’s examination of the evaluation file.

**E. USING OTHER EVALUATORS**

The employer reserves the right to use other evaluators at the discretion of the principal and/or Superintendent. If an evaluator other than the building principal is to be used, the teacher to be evaluated shall be notified that an outside observer will be used.

## ARTICLE XVI TRANSFER PROCEDURES

### A. DEFINITION

The reassignment of an employee to any building, grade level, or subject area which involves three (3) periods/classes or more shall be considered a transfer.

The reassignment of an employee to another grade level, building, or subject area involving fewer than three (3) periods/classes shall not be considered a transfer and therefore, need not be posted as a vacancy.

### B. POSTING OF VACANCIES

1. The employer shall post and date in all school buildings and in the Superintendent's office, a notice of each vacant position which occurs during the school year for the following school year. The notice shall be posted prior to or concurrent with any advertisement for such position. The notice shall specify a date upon which applications must be submitted, which shall be at least seven (7) calendar days after posting. A copy shall be given to the Association.
2. For vacant positions which occur during summer vacation or during a current school year, the employer shall post vacancies in the Superintendent's office and a personal contact or a phone call shall be made to each employee who has filed a written request for that position. The employee's request must contain the following information:

Position desired  
Summer address  
Summer telephone number  
Emergency number

The employee must submit an application within five (5) calendar days after the notice is postmarked. After being contacted, the employee has twenty four (24) hours to notify the superintendent or his designee of their wish to fill said position.

### C. QUALIFICATIONS FOR A POSITION

A list of qualifications for any position shall be made available to prospective applicants, upon their request.

### D. VOLUNTARY TRANSFER

1. Interview. All applicants requesting a transfer within the provisions of this Article shall be interviewed if the applicant desires an interview.
2. Selection. The employer shall review each applicant's qualifications and experience and select the employee who, in the employer's opinion, is best qualified for the position. Should two or more employees apply and be equally and best qualified, the employee who is currently teaching under an involuntary transfer will be granted transfer, otherwise the employee with the most seniority as defined in Article I will be granted the transfer. If two or more employees teaching under an involuntary transfer apply, the employee who has been teaching the longest continuous period of time under an involuntary transfer will be granted the transfer.

Should the employer determine no applicants are qualified for the position, new employees may be hired.

3. Reasons for Denial. Each employee applicant denied a transfer shall receive, if requested, written reasons for the denial.
4. Staff Reductions. An employee shall not be granted a transfer if it creates a need for additional staff reductions, nor shall a voluntary transfer prevent a person from being recalled under Article XII, Section D.

#### **E. INVOLUNTARY TRANSFER**

1. Use of Voluntary Requests. No position shall be filled by means of involuntary transfer if there is an applicant for voluntary transfer, who, in the employer's opinion, is qualified and who is available to fill said position.
2. Notice. Notice of an involuntary transfer shall be given in writing to employees as soon as practical, but no later than June 1.
3. Meeting and Approval. An involuntary transfer shall be made only after a meeting between the employee involved, and an Association representative, if the employee requests a meeting within three (3) days of notification of involuntary transfer, at which time the employee shall be given written reason(s) for the involuntary transfer.

#### **F. NOTIFICATION TO THE ASSOCIATION**

The administration shall deliver to the Association within five (5) days of a request, a current list showing vacancies, the names of transfer applicants for each vacant position, and the names of all employees who have been transferred and the nature of the transfer.

The parties have caused this Agreement to be signed by their respective presidents and negotiators as of 1<sup>st</sup> day of May 2006.

CARLISLE COMMUNITY  
EDUCATION ASSOCIATION

By Bryan C. Bay  
President

By Edward R. Miller  
Chief Negotiator

CARLISLE COMMUNITY  
SCHOOL DISTRICT

By Ann M. Polite  
President, Board of Directors

By Tom Jones  
Chief Negotiator



SCHEDULE 1  
GRIEVANCE REPORT

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

Carlisle Community  
School District

\*  
\*  
\*  
\*  
\*  
\*

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Grievant

\*\*\*\*\*

LEVEL II

A. Date Violation Occurred \_\_\_\_\_

B. Date of Informal Conference \_\_\_\_\_

C. Section(s) of Agreement Violated \_\_\_\_\_

D. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Copy to Grievant and Association

LEVEL III

A. \_\_\_\_\_  
Signature of Grievant Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent  
or Designee

\_\_\_\_\_  
Date

Copy to Grievant and Association

\*\*\*\*\*

LEVEL IV

A. \_\_\_\_\_  
Signature of Grievant Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration

CARLISLE COMMUNITY SCHOOL  
2006-2007 SALARY SCHEDULE

new teachers start on Step 1

Step	BA Lane 1	BA+15 Lane 2	Ba+30 Lane 3	BA+45/MA Lane 4	MA+15 Lane 5	MA+30 Lane 6	MA+45 Lane 7
Generator Base	26,475	27,534	28,328	29,123	30,182	31,241	32,300
1	27,666	28,725	29,520	30,446	31,505	32,564	33,623
2	28,858	29,917	30,711	31,770	32,829	33,888	34,947
3	30,049	31,108	31,902	33,094	34,153	35,212	36,271
4	31,241	32,300	33,094	34,418	35,477	36,536	37,595
5	32,432	33,491	34,285	35,741	36,800	37,859	38,918
6	33,623	34,682	35,477	37,065	38,124	39,183	40,242
7	34,815	35,874	36,668	38,389	39,448	40,507	41,566
8	36,006	37,065	37,859	39,713	40,772	41,831	42,890
9	37,197	38,256	39,051	41,036	42,095	43,154	44,213
10	38,389	39,448	40,242	42,360	43,419	44,478	45,537
11	39,580	40,639	41,433	43,684	44,743	45,802	46,861
12	40,772	41,831	42,625	45,008	46,067	47,126	48,185
13	42,222	43,281	44,075	46,331	47,390	48,449	49,508
14	42,222	43,281	44,075	47,655	48,714	49,773	50,832
15	42,222	43,281	44,075	49,105	50,164	51,223	52,282
16	42,497	43,556	44,350	49,105	50,164	51,223	52,282
17	42,497	43,556	44,350	49,105	50,164	51,223	52,282
18	42,497	43,556	44,350	49,380	50,439	51,498	52,557
19	42,722	43,781	44,575	49,380	50,439	51,498	52,557
20	42,722	43,781	44,575	49,380	50,439	51,498	52,557
21	42,722	43,781	44,575	49,605	50,664	51,723	52,782
22	42,947	44,006	44,800	49,605	50,664	51,723	52,782
23	42,947	44,006	44,800	49,605	50,664	51,723	52,782
24	42,947	44,006	44,800	49,830	50,889	51,948	53,007
25	42,947	44,006	44,800	49,830	50,889	51,948	53,007
26	42,947	44,006	44,800	49,830	50,889	51,948	53,007
27	42,947	44,006	44,800	49,830	50,889	51,948	53,007
28	42,947	44,006	44,800	49,830	50,889	51,948	53,007
29	42,947	44,006	44,800	49,830	50,889	51,948	53,007
30	42,947	44,006	44,800	49,830	50,889	51,948	53,007
31	42,947	44,006	44,800	49,830	50,889	51,948	53,007
32	42,947	44,006	44,800	49,830	50,889	51,948	53,007
33	42,947	44,006	44,800	49,830	50,889	51,948	53,007
34	42,947	44,006	44,800	49,830	50,889	51,948	53,007
35	42,947	44,006	44,800	49,830	50,889	51,948	53,007
36	42,947	44,006	44,800	49,830	50,889	51,948	53,007
37	42,947	44,006	44,800	49,830	50,889	51,948	53,007
38	42,947	44,006	44,800	49,830	50,889	51,948	53,007
39	42,947	44,006	44,800	49,830	50,889	51,948	53,007
40	42,947	44,006	44,800	49,830	50,889	51,948	53,007

SCHEDULE 2 (Continued)  
NURSES SALARY SCHEDULE (Percentage of BA Base)  
Base \$26,475

<u>Step</u>	<u>Index</u>	
0	(.80)	\$21,180
1	(.84)	\$22,239
2	(.88)	\$23,298
3	(.92)	\$24,357
4	(.96)	\$25,416
5	(1.00)	\$26,475
6	(1.04)	\$27,534
7	(1.08)	\$28,593
8	(1.12)	\$29,652
9	(1.16)	\$30,711
10	(1.20)	\$31,770
11	(1.24)	\$32,829
12	(1.28)	\$33,888
13	(1.35)	\$35,741
14	(1.35)	\$35,741
15	(1.35)	\$35,741
16	(1.36)	\$36,006
17	(1.36)	\$36,006
18	(1.36)	\$36,006
19	(1.37)	\$36,271
20	(1.37)	\$36,271
21	(1.37)	\$36,271
22	(1.38)	\$36,536

### SCHEDULE 3 SUPPLEMENTAL PAY

#### Group I

Athletic Director  
Head Coach-Varsity Basketball  
Head Coach-Varsity Football  
Head Coach-Varsity Wrestling  
Head Coach-Varsity Baseball  
Head Coach-Varsity Softball  
Head Coach-Varsity Volleyball  
5-12 Vocal Music

#### Group II

Head Coach-Varsity Track  
Asst.Coach-Varsity Basketball  
Head Coach-Freshman Basketball  
Head Coach-8th grade Basketball  
Head Coach-7th grade Basketball  
Asst.Coach-Varsity Football  
Asst.Coach-Varsity Wrestling  
Head Coach-Varsity Soccer

#### Group III

Asst.Coach-Varsity Baseball  
Asst.Coach-Varsity Softball  
Head Coach-8th grade Football  
Head Coach-7th grade Football  
Head Coach-Jr.High Wrestling  
Jr & High School Band  
High School Jazz Band

#### Group IV

Head Coach-Varsity Cross Country  
Asst. Coach-Varsity Volleyball  
High School Annual  
High School Newspaper

#### Group V

Head Coach-Varsity Golf  
Head Coach-Jr High Track  
Head Coach-Freshman Baseball  
Head Coach -Jr. High Baseball  
Head Coach-Jr. High Softball  
Asst. Coach-Jr. High Wrestling

Asst. Coach- Varsity Soccer  
Asst. Coach-Varsity Track  
Chearleaders  
Academic Supervisor  
High School Speech  
High School Debate

#### Group VI

Head Coach-7th Volleyball  
Head Coach-8th Volleyball  
Asst. Coach-Vars. Cross Country  
High School Student Council  
Jr. High Student Council-Fund Raiser

#### Group VII

Asst. Coach-Jr. High Track  
Asst. Coach-Jr. High Baseball  
Asst. Coach-Jr.High Fall Softball  
Spanish Club  
Jr. High Jazz Band  
Girls Chaperone  
Photography  
F.H.A.

#### Group VIII

Jr. High Annual  
Jr. High Pep Club  
Asst. High School Marching Band

#### Other

Extended Contract \$20/hour  
Driver Education \$20/hour  
Vocational Programs per diem  
Junior-Senior Prom \$450  
Tag Coordinator – per grant  
At-Risk Coordinator – per grant  
High School Musical Vocal Director - \$1500  
High School Musical Drama Director - \$1500  
High School Play - \$1200  
Jr. High Musical - \$900  
Weight Room - \$12 per hr (up to 300 hrs per yr)

STEP	GROUP							
	I	II	III	IV	V	VI	VII	VIII
0	11 %	8 %	7 %	6 %	5 %	4 %	3 %	2 %
1	12.5	9	8	6.75	5.75	4.5	3.5	2.25
2	14	10.25	9	7.5	6.25	5	3.75	2.5
3	15.5	11.25	9.8	8.5	7	5.75	4.25	2.75
4	17	12.5	10.8	9.25	7.75	6.25	4.75	3.10

1. Step = Years of experience in specific related area.
2. All percentages are of BA Lane, Step 0 of Schedule 2.

## INFORMATION ITEMS-NOT PART OF THE AGREEMENT

1. Voluntary Early Retirement. The District offers a voluntary early retirement plan for certified employees who are at least 55 years of age but not yet 62 years of age and who have completed at least 15 years of service, including at least 10 in the District as a certified employee. The terms and conditions are contained in District's Voluntary Early Retirement Plan and may be modified at any time. The Board has complete discretion to offer or not to offer an early retirement plan and may discontinue or modify the plan at any time.
2. Use of Reasonable Force: The following appears in the rules and regulations of the Department of Education:

102.4(1) The following do not constitute physical abuse, and no school employee is prohibited from:

- (a) Using reasonable and necessary force, not designed or intended to cause pain:
  - (1) To quell a disturbance or prevent an act that threatens physical harm to any person
  - (2) To obtain possession of a weapon or other dangerous object within a pupil's control.
  - (3) For the purpose of self-defense or defense of others as provided for in Iowa Code section 704.3
  - (4) For the protection of property as provided for in Iowa Code section 704.4 or 704.5
  - (5) To remove a disruptive pupil from class, or any area of school premises or from school-sponsored activities off school premises.
  - (6) To prevent a student from the self-infliction of harm.
  - (7) To protect the safety of others.
- (b) Using incidental, minor, or reasonable physical contact to maintain order and control.

102.4(2) In determining the reasonableness of the contact or force used, the following factors shall be considered:

- (a) The nature of the misconduct of the student, if any, precipitating the physical contact by the school employee.
- (b) The size and physical condition of the student.
- (c) The instrumentality used in making the physical contact.
- (d) The motivation of the school employee in initiating the physical contact.
- (e) The extent of injury to the student resulting from the physical contact.

SCHEDULE 10  
VOLUNTARY EARLY RETIREMENT

***VOLUNTARY EARLY RETIREMENT***

**Purpose.** This voluntary early retirement plan provides an incentive that allows an orderly means of attrition of employees. It also provides a benefit to ease transition to eligibility for other health insurance coverage for employees who have given many years of service to the District.

**Eligibility.** This voluntary early retirement plan shall apply to professional licensed employees other than administrators who (1) are at least age 55; (2) have completed at least fifteen (15) years of service as a regularly employed professional licensed employee in an accredited school averaging at least thirty-five (35) hours per week each year; and (3) have completed at least ten (10) of the required fifteen (15) years of service as a regularly employed professional licensed employee averaging at least thirty-five (35) hours per week in the Carlisle Community School District continuously and immediately prior to the effective date of the employee's early retirement. Years of service as a substitute employee shall not count as a year of service. The employee must have been employed on a regular contract. The employee must reach the minimum age of 55 on or before August 15 in the calendar year in which early retirement is to commence. The employee may not have been discharged or recommended for termination of contract at the time of the commencement of the early retirement period.

**Application.** The employee must make application for early retirement benefits not later than January 5 of the calendar year in which the first year of early retirement is to commence. Applications filed after January 5 may be considered at the sole discretion of the Board of Directors. The application shall be made on a form provided by the District and shall be submitted to the Superintendent. The Board shall have the discretion to approve or disapprove any and all applications for early retirement benefits.

**Resignation.** Any employee who wishes to obtain early retirement benefits shall submit a resignation from employment with her/his application for early retirement benefits, effective at the end of the then current contract year, which resignation may be contingent upon the Board's approving the employee's request for early retirement benefits. Approval of the request for early retirement benefits will be considered acceptance of the employee's resignation and will constitute a voluntary termination of all of the employee's contracts at the end of the then current contract year.

**Voluntary Early Retirement Insurance Benefit.** Employees granted early retirement pursuant to this plan may elect to continue participation in the District's group health insurance plan subject to approval of the carrier and in accordance with Iowa law. The employee must have been a participant in the District's group health insurance plan in the month preceding early retirement. The District will continue to pay up to Three Hundred Eighty-Eight and Six/100th Dollars (\$388.06) per month towards the premium for the District's group health insurance (including hospitalization and major medical insurance) until the employee is eligible for Medicare or Medicaid for any reason (whether or not the employee actually applies for Medicare or Medicaid), dies, or fails to pay the balance of the premium due for coverage, whichever first occurs. The District will not continue to pay for disability, dental, life or any other insurance coverage or towards any annuity or other health or medical plan. The District reserves the right to change coverage or carriers at any time.

**No Vesting.** The adoption of this plan shall not vest any right in any employee whether or not the employee is currently eligible for early retirement. The plan shall be reviewed annually at the July Board meeting and determination made as to its availability for the upcoming school year. The Board shall have the complete discretion to amend or repeal this plan at any time and shall not be obligated to provide any benefits to any employee after the date of such amendment or repeal, except to those employees whose early retirement pursuant to this policy has commenced prior to the amendment or repeal.

NON-ADMINISTRATIVE PROFESSIONAL LICENSED EMPLOYEE

VOLUNTARY EARLY RETIREMENT ACKNOWLEDGEMENT OF RECEIPT

The undersigned certified employee acknowledges receipt of the early retirement plan documents stated below, for the certified employee's consideration:

- Voluntary early retirement plan;
- Early retirement insurance options; and
- Early retirement application.

The undersigned certified employee acknowledges that the application and participation in the early retirement is entirely voluntary.

The undersigned certified employee acknowledges that the school district recommends the certified employee contact legal counsel regarding participation in the early retirement plan.

\_\_\_\_\_  
Certified Employee

\_\_\_\_\_  
Date



**VOLUNTARY EARLY RETIREMENT INSURANCE OPTIONS**  
**NON-ADMINISTRATIVE PROFESSIONAL LICENSED EMPLOYEES**

The Voluntary Early Retirement Board Plan, adopted December 13, 2005, allows the employee to continue to participate in the school district's group health insurance plan until eligible to participate in a government health insurance program (Medicare or Medicaid) for any reason. The school district will continue to pay up to Three Hundred Eighty-Eight and Six/100<sup>th</sup> Dollars (\$388.06) per month towards the premium for the District's group health insurance until the employee is eligible for Medicare or Medicaid for any reason, dies, or fails to pay the balance of the premium due for coverage, whichever first occurs. The District reserves the right to change coverage or carriers at any time.

The undersigned professional licensed employee \_\_\_\_\_  
(does, does not) wish to continue to participate in the school district's group health insurance plan.

\_\_\_\_\_  
Professional Licensed Employee

\_\_\_\_\_  
Date

NON-ADMINISTRATIVE PROFESSIONAL LICENSED EMPLOYEE  
RETIREMENT APPLICATION

The undersigned professional licensed employee is applying for early retirement pursuant to the Voluntary Early Retirement Board Plan, adopted December 13, 2005. Please complete the following information:

\_\_\_\_\_  
(Full Legal Name of Professional Licensed Employee)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Current Job Title)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_  
(Years of Service)

Please attach a letter of resignation effective June thirtieth of the year in which the undersigned professional licensed employee intends to retire.

The undersigned professional licensed employee acknowledges that application and participation in the early retirement is entirely voluntary.

The undersigned professional licensed employee acknowledges that the school district recommends the professional licensed employee contact legal counsel regarding participation in the early retirement plan.

\_\_\_\_\_  
Professional Licensed Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date